

#3 2152
09/24/02

COPY OF PAPERS
ORIGINALLY FILED

ATTORNEY DOCKET NUMBER
073577.0222

PATENT APPLICATION
10/072,075

1



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: B. Scott Darnell, et al
Serial No.: 10/072,075
Filing Date: February 8, 2002
Art Unit: Unknown
Examiner: Unknown
Title: METHOD AND SYSTEM FOR SCHEDULING
NETWORK COMMUNICATION

RECEIVED
AUG 05 2002
Technology Center 2100

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

REVOCATION OF ATTORNEY AND APPOINTMENT
OF NEW ATTORNEYS FOR NON-PROVISIONAL APPLICATION, WITH
CERTIFICATE UNDER 37 C.F.R. 3.73(b)

L-3 Communications Integrated Systems L.P., a Delaware limited partnership,
certifies that it is the assignee in the patent application identified above by virtue of a chain of
title from the inventors, of the patent application identified above, to the current assignee as
shown below:

1. From: B. Scott Darnell, et al
To: Raytheon Company
Assignment recorded at Reel 9715, Frame 0983, on January 27, 1999.
2. From: Raytheon Company
To: L-3 Communications Integrated Systems L.P.
Assignment filed on July 11, 2002, a copy of which is attached.

I, Steven M. Post, Vice President, Contracts and General Counsel, of L-3 Communications Integrated Systems L.P., a Delaware limited partnership, am empowered to sign this certificate on behalf of the assignee.

I hereby revoke all prior powers of attorney in the subject application and appoint the following as principal attorneys with full power to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith.

I hereby appoint:

Practitioners at Customer Number 05073



all of the firm of Baker Botts L.L.P., my attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, and to file and prosecute any international patent applications filed thereon before any international authorities.

Send Correspondence To:

Harold E. Meier
The above-mentioned Customer Number

Direct Telephone Calls To:

Harold E. Meier
at 214.953.6650
Atty. Docket No. 073577.0222

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the

DAL01:684663.1

ATTORNEY DOCKET NUMBER
073577.0222


PATENT APPLICATION
10/072,075

3

United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

L-3 COMMUNICATIONS INTEGRATED
SYSTEMS L.P.

By:


Steven M. Post
Vice President, Contracts and
General Counsel

July 22, 2002
Date

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name and Address of Conveying Party(ies):

Raytheon Company.
141 Spring Street
Lexington, MA 02421

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and Address of receiving Party(ies):

Name: L-3 Communications Integrated
Systems L.P.

Internal Address:

Street Address: 600 Third Avenue

City: New York

State: New York Zip 10016

RECEIVED

AUG 05 2002

Technology Center 2100

COPY OF PAPERS
ORIGINALLY FILED

3. Nature of conveyance:

☒

Assignment

☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: June 6, 2002 (Raytheon Co.); July 2, 2002 (L-3
Communications Integrated Systems L.P.)Additional name(s) & address(es)
attached?☐ Yes☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) US 10/072,075 filed February 8,
2002

B. Patent No.(s)

Additional Numbers attached?

☐ Yes☒ No5. Name and address of party to whom correspondence concerning
document should be mailed:

Name: Harold E. Meier

Internal Address: Baker Botts L.L.P.

Street Address: 2001 Ross Avenue, Suite 600

City: Dallas

State: Texas Zip: 75201-2980

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41):

☒

Enclosed \$40.00

☐ Authorized to be charged to deposit account

8. Deposit account number:

02-0384

(Attach Duplicate Copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Harold E. Meier, Reg. No. 22,428

Name of Person Signing

Signature

July 11, 2002

Date

Total number of pages including cover sheet

6

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

PATENT ASSIGNMENT

WHEREAS, RAYTHEON COMPANY (hereafter "Assignor"), a Delaware corporation, having an address of 141 Spring Street, Lexington, Massachusetts 02173, is the owner of the patents and patent applications set forth on Exhibit A hereto and the inventions described and claimed therein (hereafter the "Patent Property"); and

WHEREAS, L-3 COMMUNICATIONS INTEGRATED SYSTEMS L.P. (hereafter "Assignee"), a Delaware limited partnership, having an address of 600 Third Avenue, New York, NY 10016, desires to acquire all right, title and interest in and to the Patent Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all its right, title and interest in and to the Patent Property, as well as all continuations, divisions, and continuations-in-part of said Patent Property, and all reissues and extensions thereof, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

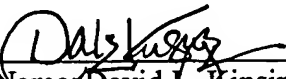
Assignor also assigns to Assignee, all its right, title and interest in and to the inventions disclosed in said Patent Property throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said Patent Property in its own name throughout the world, including all its rights to publish cautionary notices reserving ownership of said inventions and all its rights to register said Patent Property in appropriate registries; and all its rights to sue and recover for damages by reason of past infringement of such Patent Property. Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

Assignor also assigns unto Assignee all its claims for damages by reason of infringement prior to the assignment date of the Patent Property throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.


Assignor, at the expense of Assignee, will testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said Patent Property in all countries.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed on the dates and in the capacities shown below.

RAYTHEON COMPANY

By: 
Printed Name: David L. Kinsinger
Its: Deputy Chief Patent Counsel
Date: June 6, 2002

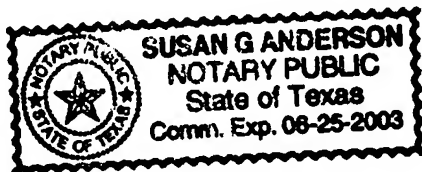
L-3 COMMUNICATIONS INTEGRATED SYSTEMS L.P.

By: 
Printed Name: Steven M. Post
Its: Vice President, Contracts and
General Counsel
Date: July 2, 2002

STATE OF Texas §
COUNTY OF Dallas §

Before me, the undersigned, a Notary Public on this day personally appeared David R. Kinsinger, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said RAYTHEON COMPANY, a Delaware corporation, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 6th day of June, 2002.



Susan G. Anderson
Notary Public in and for Texas

STATE OF Texas §
COUNTY OF Hunt §

Before me, the undersigned, a Notary Public on this day personally appeared Steven M. Post, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said L-3 COMMUNICATIONS INTEGRATED SYSTEMS L.P., a Delaware limited partnership, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 2nd day of July, 2002.



Carol S. Langford
Notary Public in and for Texas

EXHIBIT A

Pending U.S. Patent Applications

<u>Appln. No.</u>	<u>Filing Date</u>	<u>Title</u>
07/977,017	16-Nov-1992	Flexible Reinforced Rubber Part Manufacturing Process Utilizing Stereolithography Tooling (Abandoned)
08/226,023	11-Apr-1994	Flexible Reinforced Rubber Part Manufacturing Process Utilizing Stereolithography Tooling (Abandoned)
60/064857	17-Apr-1997	Heat Spreader System and Method for Cooling Heat Generating Components (Abandoned)
10/072,075	08-Feb-2002	Method and System for Scheduling Network Communication